Consulting Agreement

**[Job Title]**

signed by and between

[Name]

CVR no. [CVR no.]

[Address]

[Postcode and city]

(hereinafter referred to as “Customer”)

and

[Name]

CVR no. [CVR no.]

[Address]

[Postcode and city]

(hereinafter referred to as "Supplier")

# Background & Purpose

The Parties have entered into this Consulting Agreement on [●], as specified in greater detail herein, including any and all annexes hereto (the “Agreement”).

[●]

The purpose of this Agreement is to lay down the framework for the provision of consulting services by the Supplier as well as the detailed content thereof.

# Definitions

|  |  |
| --- | --- |
| Definition | Meaning |
| Agreement | Refers to the definition in subsection 1.1 of the Agreement. |
| Fixed Price | Refers to the price model described in subsection 3.1 of Annex 1. |
| Customer | Refers to the definition on the front page of the Agreement. |
| Delivery | Means the services which shall be provided in accordance with this Agreement, as described in greater detail in Annex 2. The Delivery consists of a combination of Hourly Services and possibly Equipment.  |
| Supplier | Refers to the definition on the front page of the Agreement. |
| Delivery Time | Refers to the time when a service is provided in accordance with this Agreement, as defined in greater detail in Section 5 of Annex 1. |
| Equipment | Means the equipment which shall be delivered as part of the Delivery, including, e.g. hardware, standard software, etc., as described in greater detail in Annex 2. Equipment and Hourly Services constitute the two elements that shall be delivered by the Supplier under this Agreement. |
| Party/Parties | Means either the Customer, the Supplier or both of them. |
| Time & Equipment | Refers to the price model described in subsection 3.2 of Annex 1. |
| Hourly Service(s) | Means the work effort that shall be made on an hourly basis by the Supplier as part of the Delivery, including, for example, for programming, parameter setup, implementation, conversion, preparation of documentation, project management and consulting, within the areas listed in greater detail in Annex 2. Hourly Services and Equipment constitute the two elements that shall be delivered by the Supplier under this Agreement. |

# Structure

## Overall Structure

The Agreement has the following structure:

## Delivery

The Delivery has been exhaustively specified in Annex 2. The Delivery consists of the provision of Hourly Services and delivery of possible Equipment by the Supplier.

## Price

The price of the Delivery is specified in Annex 3. This is where the agreed price models, estimates and possible fixed price agreements are stipulated. Annex 3 also stipulates the Supplier's hourly rates applicable in connection with the Delivery.

## Delivery and Licensing Terms

The more detailed delivery terms that the Delivery is subject to, including in relation to limitations of liability and remedies for breach of contract are specified in Annex 1 and this Agreement (without annexes).

The general licensing terms that the Delivery is subject to are specified in Annex 1. Separate licensing terms, if any, for the Delivery are specified in Annex 4.

## Precedence

In the event of any discrepancy between the content of the Agreement’s documents, this discrepancy shall be resolved in accordance with the following order of priorities:

1. This Agreement, exclusive of any annexes thereto;
2. Annex 1 (Delivery Terms)
3. Other annexes

# Signatures

Each Party receives a signed copy of the Agreement.

|  |  |  |
| --- | --- | --- |
| [Place], [Date]  |  |  |
| For the Customer |  |  |
| Name: [Name]Title: [Title] |  | Name: [Name]Title: [Title] |

|  |  |  |
| --- | --- | --- |
| For the Supplier |  |  |
| Name: [Name]Title: [Title] |  | Name: [Name]Title: [Title] |

Annex 1

**Delivery Terms**

# Agreed Services

The Delivery can consist of

1. Hourly Services,
2. Equipment, or
3. A combination of Hourly Services and Equipment.

The Delivery has been specified exhaustively in Annex 2 (including any sub-annexes thereto).

The Agreement also comprises parts of the Delivery whose provision has commenced prior to entering into this Agreement. Unless otherwise agreed in writing, the Agreement also comprises additional deliveries derived from or otherwise associated with the Delivery.

The Supplier can implement changes to product specifications until the Delivery Time, but the Supplier guarantees, in this case, at least a corresponding functionality and performance.

The Agreement is an expression of negotiations conducted between the Parties. Information, expectations, demands, offers, etc., which have been proposed by one Party or exchanged between the Parties, but are not represented in this Agreement are therefore not binding for the Parties and are of no importance for the evaluation of this Agreement.

To the extent part of the Delivery is unclearly specified or can be carried out in several ways, it is the Supplier that chooses the detailed manner of making the Delivery.

The Delivery comprises the documentation that is specified as part of the Delivery.

Equipment is delivered as is received from its supplier/manufacturer and comprises accessories and documentation to the extent and in the format as follows from the supplier/manufacturer.

The Delivery only comprises installation in the Customer’s IT environment or integration with existing products, requirements to setup parameters, data formats, etc. to the extent provided for by the Agreement.

Operation, support and/or maintenance agreements, if any, are signed as separate agreements.

# Parties’ Obligations and Customer’s Contribution

Hourly Services are provided as a professional service in accordance with the detailed agreement between the Parties.

The Delivery shall be carried out in accordance with good IT practice.

The Parties shall use qualified resources for the performance of the Agreement. The Parties shall seek to ensure continuity in the resources used in connection with the performance of the Agreement. However, the Parties may, wherever necessary, replace resources, including designated resources, which have been allocated to the Agreement, with other corresponding resources.

The Supplier may use subcontractors. Use of subcontractors, if any, is of no concern to the Customer, to the extent the Supplier is directly responsible to the Customer for the subcontractors’ actions and omissions as if they were the Supplier’s own actions and omissions.

The Parties are subject to a common duty of confidentiality, including pursuant to Section 19 of the Danish Marketing Practices Act with regard to information that makes it possible to gain an insight in the performance of the work. A potentially stricter duty of confidentiality may follow from a separate agreement.

It otherwise rests on each individual Party to loyally perform the Agreement as well as comply with the terms and conditions contained herein, including by demonstrating the flexibility and cooperativeness required with an eye to the expedient provision of the Delivery.

## Specifics of the Customer's Contribution

The Delivery depends, to a large extent, on the Customer’s participation in all parts of the Delivery. What is of specific importance is the Customer’s ability to provide exact and complete information as well as issue punctual decisions and approvals. In addition to all the Customer activities that have specifically been identified in the Agreement, the Customer shall carry out the tasks, make available the personnel, provide the resources or take on the areas of responsibility that are necessary or appropriate for the performance of the Agreement by the Supplier provided that the Supplier continuously gives prior notice thereof to the Customer.

It is essential for the continuous provision of the Delivery that both Parties quickly make decisions of relevance for the Delivery. Among other things, in connection with the preparation of the schedule, the Supplier has assumed that the Customer’s organisation will be able to deliver a final opinion on enquiries from the Supplier within five working days at all times.

The Customer is obliged to always, to a reasonable extent,

1. cooperate with the Supplier in the scope necessary in connection with the performance of the Delivery;
2. provide the Supplier with qualified resources, who have passed relevant training and have competence to make decisions with regard to the performance of and amendments to the Agreement;
3. make available to the Supplier all reasonable facilities and resources such as personnel, premises with reasonable access, space, light and window conditions, working (e.g. stationery, computers and software, remote connection access) as well as communication facilities;
4. secure the IT environment that the Supplier’s employees work in/with so that there is no risk of loss of or damage to the Customer’s IT systems, including loss of or damage to data, e.g. by ensuring that there is sufficient backup before the Supplier’s employees gain access to the Customer’s IT systems, comprising any form of data and software, including data that may concern ongoing projects or tasks that the Supplier is involved in; unless expressly agreed in writing between the Parties, the Supplier shall not take backup of such data, whether or not the data have been generated by the Supplier;
5. see to it that the Supplier, before the Supplier possibly gets access to the Customer’s IT systems, has been made aware in writing of any security provisions or other guidelines that may apply to the access to the Customer’s IT systems;
6. ensure, in connection with the integration with other systems, that the necessary permits for this in place and procure data and transaction files;
7. ensure, in connection with data conversion, that there are data extracts from the systems that shall be converted, including that the requisite descriptions are in place;
8. ensure that the necessary updates/changes to the Customer’s IT environment, including the requirements to the technical platform, etc. have been fulfilled; and
9. secure the licensing rights that are necessary for the Delivery and the provision of the Delivery by the Supplier.

The Supplier is obliged to consult the Customer to the extent reasonable in accordance with good IT practice. The Supplier can possibly refer to third parties.

# Price and Payment

Each part of the Delivery is billed in accordance with one of the following two price models, depending on what has been agreed between the Parties.

1. Fixed Price
2. Time & Equipment

If a certain price model has not been explicitly stated for a specific part of the Delivery, this part shall be subject to the Time & Equipment price model.

## Fixed Price

The price for the parts of the Delivery that are billed according to the Fixed Price model are stated as the sum total of the following two parameters:

1. Hourly Services: The agreed fixed price regardless of use.
2. Equipment: Equipment used, including hardware and standard software.

In addition, other costs incurred are covered, including for transport, commuting, board and lodging.

Subsections 3.1.1.b) and 3.1.2 notwithstanding, the two Parties can agree that certain, additionally specified Equipment and costs are covered by the fixed price. In this case, these are settled as part of the agreed fixed price irrespective of their use.

## Time & Equipment

The price for the parts of the Delivery that are billed according to Time & Equipment are stated as the sum total of the following two parameters:

1. Hourly Services: Time spent on the respective resource multiplied by the agreed hourly rate for the respective resource.
2. Equipment: Equipment used, including hardware and standard software.

In addition, other costs incurred are covered, including for transport, commuting, board and lodging.

Unless otherwise explicitly stated, all time and price statements are estimates based on the Customer’s requirements and specifications, as these are contained in the Agreement. The estimates are not binding for the Supplier, and the Supplier is therefore entitled, regardless if estimates have been stated, to invoice the Customer based on time and Equipment actually used as well as on expenses incurred in connection with the handling of the task. Where such estimates are materially overrun, the Customer shall be informed thereof as quickly as possible so that the Parties can jointly agree on requisite consequential changes. Orientation can be given via the project site or the like.

## Common Provisions

Hourly services are billed in accordance with the hourly rates specified in Annex 3 to the Agreement. If hourly rates are not specified in the Agreement or stated for a resource used, the Supplier’s regular list prices at the time of the provision of the Hourly Service shall apply.

The Supplier is entitled to adjust the hourly prices specified in the Agreement on 1 January with the percentage change in the wage index in the private sector published by Statistics Denmark. Where the calculation of this index is discontinued, such an adjustment can be based on another index that corresponds thereto.

Equipment is billed in accordance with the prices specified in Annex 3 to the Agreement. If a price is not specified in the Agreement, the Supplier’s regular list prices at the time of delivery of the Equipment shall apply.

Costs incurred are otherwise re-invoiced as costs actually incurred without mark-ups.

The Delivery is delivered in the time period between [●] and [●] on weekdays. The Supplier is entitled to overtime pay if Hourly Services in accordance with the joint agreement signed between the Parties are provided outside this time period. With regard to such Hourly Services, the Customer shall pay a mark-up of [●] % in relation to the hourly prices applied. If a Fixed Price has been agreed, a mark-up on the fixed price for overtime payment, as mentioned above, shall be paid, as well, based on the actual number of hours spent.

Any current licence fees, maintenance subscriptions, support agreements as well as other current agreements that can or must be entered into in order to maintain the right of use to the Delivery are not included in the price of the Delivery, but are charged separately subject to licence terms and/or the Supplier’s maintenance agreement.

Unless otherwise explicitly specified, all amounts have been stated without VAT, shipping, installation and insurance. Changes in exchange rates, fees, insurance, freight and purchase costs make it possible for the Supplier to accordingly adjust prices.

The Delivery is continuously invoiced monthly in arrears, with the exception of the parts of the Delivery that may fall within the scope of a potentially agreed payment schedule.

Unless longer time has been specified on the respective invoice, the due date for all issued invoices is [●] days net. In case of delayed payment, the Supplier is entitled to claim interest from the due date at the rate of [●] % per [●]. In case of a default of payment, the Supplier is further entitled to suspend and withhold the Delivery or parts thereof.

The Supplier shall continuously prepare the appropriate documentation for the scope of the provided services in the form of time sheets or the like that shall be submitted at the Customer’s request.

The Supplier shall ensure that the work is coordinated and planned in such a way that travel time in connection with the agreed tasks, which is not included in the Delivery is minimised to the widest extent possible.

# Change Management

Where one of the Parties wants to make changes to the Delivery, this can only happen with both Parties’ consent. However, where changes are necessary to avoid unnecessary losses, the Parties are mutually obliged to accept changes that only affect the terms of the Delivery to an immaterial extent and do not lead to additional expenses for the Parties.

Unless otherwise stipulated in this Agreement, the Customer’s IT manager at any time or any other regular contact person is authorised to make, in all respects, the necessary arrangements, with binding effect for the Supplier, in accordance with this Agreement, including to place orders as well as to amend or terminate the already signed Agreement, including with regard to time, performance and price.

# Delivery and Delivery Time

The Hourly Services shall have continuous Delivery Time, in line as they are provided by the Supplier.

The Delivery Time for Equipment shall occur once the respective Equipment has been made available for delivery from the Supplier’s warehouse (ex warehouse) / made available to the Customer online. The Supplier may have transport arranged at the Customer’s expense and risk.

Where the Supplier must carry out the installation of Equipment, as agreed with the Customer, the Delivery Time shall occur when such Equipment is installed in the agreed delivery place, e.g. when the standard software is installed in the Customer’s IT environment.

In all cases, the risk shall pass onto the Customer at the Delivery Time.

Unless otherwise agreed, the Delivery Place for the Delivery is the Supplier’s business address.

Where the Customer opts to install new releases/versions after the Delivery Time, it is the Customer’s own responsibility to ensure the possibly continued integration and functionality of the Delivery, which is not guaranteed by the Supplier.

The complaint period for the delivered parts of the Delivery starts from the Delivery Time.

# Delay and Postponement

If one Party considers that this Party may be delayed in discharging its obligations, the Party shall give notice of this to the other Party without undue delay. The Parties shall subsequently loyally attempt to limit the delay and any harmful effects thereof to the extent possible.

To the extent the Supplier is responsible for an agreed Delivery Time (as defined in the schedule for the Delivery) being overrun, a delay will come into force for the affected part of the Delivery. A delay will only be considered to be material if it takes place in relation to the last/final Delivery Time of the Delivery.

Where the Supplier is prevented from discharging its obligations as a result of circumstances owing to the Customer, e.g. if the Customer does not meet its obligations pursuant to the Agreement, the Supplier shall not be responsible for the resulting effects thereof. However, the Supplier shall seek to limit such resulting effects to the extent reasonable.

In a situation, as described in subsection 6.3, the Supplier is entitled to demand that

1. deadlines be postponed with the length of the delay as well as a reasonable start-up period after the end of such a delay; and that
2. documented additional costs, including as a result of the impossibility to use the Supplier’s resources for the Delivery to the optimum, be covered.

All agreed payments, if any, shall bear interest in accordance with subsection 3.3.9 from the originally laid-down payment deadlines and until payment is actually made.

Each Party is entitled to postpone any deadline agreed between the Parties with five working days’ notice, however, for not more than a total of 20 working days per Party for the entire duration of the Delivery. Where a deadline is postponed, the other Party is entitled to a reasonable corresponding postponement of deadlines, to the extent necessary as a result of the first Party’s postponement, e.g. for the purpose of rescheduling. Postponement in accordance with this subsection shall not constitute a delay by the Party.

# Rights and Software

Each Party shall keep the respective rights the Parties had on entering into this Agreement, including to documentation, data and software, regardless of how these may be included in the Delivery.

## Result of Hourly Services

As from the Delivery Time, the Customer shall be assigned an unlimited, transferable and non-exclusive right of use to all results of Hourly Services, including also to the right to implement changes thereto of any kind. The Customer’s right of use comprises, among other things, documentation, data, customisations, integrations and custom software that have been developed as part of this Agreement. The full copyright to the parts of the Delivery that fall within the scope of this subsection shall be kept by the Supplier.

The Customer’s rights in accordance with this subsection 7.1 shall also cover other companies than the Customer’s, for as long as they are part of the Customer’s Group.

The Supplier guarantees that the parts of the Delivery that fall within the scope of this subsection 7.1 do not infringe on third-party rights, including on patent rights or copyrights of any kind.

To the extent the utilisation of the right of use in accordance with this subsection 7.1 requires the Supplier’s assistance, in addition to what is specified as part of the Delivery, this is a separately payable Hourly Service.

This subsection 7.1 shall find application to the extent something else does not follow from Annex 4.

## Equipment and Other Parts of the Delivery

As regards Equipment and any other part of the Delivery that does not fall within the scope of subsection 7.1, e.g. standard software and hardware, the Customer shall obtain the right that is specified in the terms that any such part may be subject to. All provisions of such terms, including with regard to rights of use, limitations of liability and amendments shall take precedence to this Agreement.

# Complaints and Liability

The complaint period for all Deliveries is [●] months from the Delivery Time, however, not earlier than [●] months after the Delivery Time of the last part of the Delivery, if the Parties have agreed on partial deliveries.

The Customer shall, without undue delay after the Delivery Time, inspect all delivered parts of the Delivery and otherwise fulfill its ordinary duty to inspect, subject to the common provisions of Danish law.

Where the Delivery suffers from faults or defects, which means that what has been delivered does not live up to the specifications agreed for the Delivery in the Agreement, and where such faults or defect do not merely constitute immaterial deviations, the Customer shall report such faults or defects to the Supplier at once. Failing that, the complaint may be rejected.

The Supplier is entitled and obliged, at its own expense, to start remedying defects within a reasonable period of time after receiving an adequate complaint within the complaint deadline from the Customer.

Where the Customer has complained about a certain condition as a defect and it turns out that a defect does not exist, the Customer shall compensate the expenses which may have been incurred by the Supplier in this regard. The compensation is determined based on the Supplier’s price list for services rendered, etc. applicable at any time.

The Customer shall place the part of the Delivery concerned at the Supplier’s disposal subject to the Supplier’s reasonable request, e.g. remotely or by remote connection. Rectification shall take place during the Supplier’s regular working hours. Representatives of the Customer shall be available on request in the course of the Supplier’s work.

Where the Supplier does not rectify a defect within a reasonable period of time, the Customer is entitled to take advantage of the available remedies for breach of contract in accordance with the common provisions of Danish law (as limited by the agreed limitations of liability, in particular, in Section 10). Rectification within 30 working days from receiving a complaint shall always be considered to have happened within a reasonable period of time.

This Section 8 constitutes an exhaustive description of the Supplier’s liability in connection with defective Deliveries. However, where the Customer has signed a maintenance/support agreement, the Supplier’s rectification obligations may be amended, supplemented or extended therein.

# Retention of Title

The Delivery is sold with retention of title until the Customer has paid the entire purchase price, including interest and costs, as well expenses, if any, with regard to what is sold that may be incurred by the Supplier on the Customer’s behalf.

# Limitation of Liability

The Supplier's liability complies with the common provisions of Danish law in the respective area, but subject to the limitations laid down in this Agreement and the Annex.

Software performance will vary, depending on the Customer’s hardware platform, software interaction, the configuration of the software and other factors, which is why the Supplier does not assume any liability for it. Software is neither fault-tolerant, nor free of faults, conflicts or disruptions, and the Customer understands and agrees that the software may suffer from less material faults and inexpediencies that do not appreciably affect its use. The Supplier does not guarantee that such conditions can be rectified, and the Supplier shall be able to, under all circumstances, postpone such a rectification until a potentially new version of the respective software is issued.

The Supplier’s liability in accordance with this Agreement otherwise does not cover

1. faults to occur as a result of installation carried out by others than the Supplier or as a result of the Customer’s use of the Delivery in connection with other accessories/software that directly or indirectly affect the function of the Delivery;
2. faults to occur as a result of alterations or interventions that have not been carried out in accordance with the Supplier’s written instructions;
3. faults to occur as a result of lack of training of the Customer or as a result of use in a different way than prescribed in the provided documentation or in case of negligence by the Customer, its personnel or third parties; and
4. non-fulfilment of needs or desires about functionality that have not been explicitly and unequivocally described in the Agreement.

The Supplier is not liable for the profitability, usability or suitability of the Delivery for a certain purpose or for the achievement of a specific result for the Customer, other than what has been specifically stated in the description of the Delivery, cf. subsection 1.2.

The Supplier is not liable for any defects in Equipment which has not been manufactured by the Supplier itself, whether or not such Equipment has been negotiated or procured by the Supplier. The Supplier only undertakes to forward the Customer’s complaint to the manufacturer of such Equipment. The Customer’s rights in relation to the manufacturer follow from the right of complaint or warranty right that has been granted by the manufacturer to the Equipment. Such Equipment explicitly does not fall within the scope of the Supplier’s liability in accordance with this Agreement.

The Supplier has product liability in accordance with the essential provisions of the law in this area that are applicable at any time. The Supplier assumes no other product liability than that.

The Supplier disclaims any liability for loss and damage that occur in connection with the provision by the Supplier of consultants for tasks where the overall performance of the task is governed by the Customer or third parties.

Under no circumstances may the Supplier be held liable for indirect losses, consequential losses, damage caused by IT viruses, operating losses, loss of data and expenses for its restoration as well as for loss of profit and other business losses.

Under no circumstances may the Supplier be subject to compensation and/or a proportional discount whose total amount exceeds the overall remuneration that shall be paid for the Delivery in accordance with the Agreement. Where the Agreement is a framework agreement between the Parties, the liability for damages is limited to the remuneration that shall be paid subject to the partial agreement that the breach concerns. This maximal amount applies as a total accumulated maximum for all circumstances concerning the Agreement/partial agreement that may entitle the Customer to compensation and/or proportional discount.

Subsections 10.8 and 10.9 shall not apply to faults which are owing to premeditated or grossly negligent actions carried out by the Supplier.

# Termination and Revocation

## Termination

The Customer is entitled to terminate the Agreement henceforth (ex nunc), in whole or in part, with at least three months' prior written notice.

The Supplier is not entitled to terminate the Agreement.

Where the Agreement is terminated, the Supplier is under a duty to continue the provision of the Delivery as until then until the expiry of the term of notice unless the Customer notifies the Supplier in writing that the Customer wants to have the provision discontinued. To the extent the Customer does not want the Delivery to continue until the end of the term of notice, the Supplier shall suspend the provision of the Delivery and seek to redeploy resources to the extent possible.

The Customer is under a duty to pay for services provided prior to the expiry of the Agreement and for any expenses that may be incurred by the Supplier as a result of the Customer’s termination, including payment for resources until such can be redeployed, expenses for purchased materials and expenses incurred on the strength of the Agreement. The payment for resources is calculated in accordance with the hourly rates applicable to the Agreement.

## Termination

The Agreement may only be terminated, in whole or in part, in compliance with this subsection 11.2.

Where a material breach of the Agreement is committed, and such a material breach is not rectified within not more than 30 days from the non-defaulting party's written notice to that effect (or at such a later time when rectification has been made possible by the non-defaulting party), the non-defaulting party is entitled to terminate the Agreement with the limitations that follow from the Agreement (including these terms) as well as special terms, if any, associated with the Delivery, including of Equipment.

If only parts of the Delivery suffer from material defects, only the parts of the Agreement that feature such faults or defects can be terminated, unless the fault is of such a nature that it materially reduces the usability of the entire Delivery.

A default of payment is always considered to be a material breach of the entire Delivery.

Where the Customer goes bankrupt or is subject to reorganisation proceedings, the Supplier is entitled to terminate the Agreement if the bankruptcy estate or, in case of reorganisation proceedings, the debtor does not, within one week, and, in case of reorganisation proceedings, without undue delay, after being urged so by the Supplier, declares its willingness to enter into the Agreement.

Defects in documentation cannot per se lead to termination of the Agreement.

# Force Majeure

None of the Parties is liable for breach if the breach is owing to circumstances which the Parties should not have anticipated, including, for example, strikes or lockout or other conditions that fall within the scope of the Danish law’s concept of force majeure.

# Data Protection

Information about the Customer will be stored and/or transferred in strict compliance with the existing data protection acts. The Customer may notify the Customer that the data may not be used for direct marketing.

The Customer is responsible for ensuring that the Supplier is not granted access to personal data or data that are of a sensitive nature or data whose loss can cause losses to the Customer (e.g. in the form of access to the Customer’s production environment or in connection with provision of test data to the Supplier). Where the Supplier needs to access such data, the Customer is obliged to inform the Supplier of the nature of the data as well as that the Supplier should avoid loss of such data.

To the extent the Supplier processes personal data on the Customer’s behalf, the Supplier only acts subject to instructions laid down by the Customer. The Supplier shall take the necessary technical and organisational security measures against the accidental destruction, loss or impairment of the data and shall ensure that the data are not disclosed to any unauthorised persons, nor are misused or otherwise processed in contravention of the law. The Supplier shall, at the Customer’s request, provide the Customer with sufficient information to ensure that the aforementioned technical and organisational security measures have been taken.

# Governing Law and Disputes

This Agreement is governed by Danish law with the exception of (a) any such rules that lead to the application of another law than Danish law and (b) the United Nations Convention on Contracts for the International Sale of Goods.

In the event of a dispute between the Parties in connection with the Agreement, the Parties shall seek, in a positive, cooperative and responsible spirit, to initiate negotiations with a view to resolving the dispute. In this connection, a consultative opinion can be procured, at the request of one of the Parties, from an independent expert based on the Danish Institute of Arbitration’s regulations for legal/technical opinions on IT cases.

If agreement cannot be reached (and prior to initiating proceedings at a court of law, cf. subsection 14.4), the Parties shall seek to resolve the dispute, at the request of any of the Parties, by mediation led by a mediator jointly appointed by the Parties. If the Parties do not reach agreement on electing a mediator within 5 working days after one of the Parties has requested that the dispute be solved by mediation, each of the Parties may ask the Association of Danish IT Attorneys to appoint a mediator. Mediation is conducted in any given case in accordance with the Association of Danish IT Attorneys’ mediation procedure.

If agreement cannot be reached by negotiations or, if so desired, by mediation, each of the Parties can bring the dispute to the competent court of law, i.e. the Supplier’s court of jurisdiction laid down in its Articles of Association.

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Annex 2

**Delivery Specification**

# Introduction

Section 2 of this Annex contains an exhaustive qualitative and quantitative specification of the Delivery. Section 3 lays down the schedule for the Delivery. Section 4 indicates the estimated scope of the Customer’s contribution in connection with the provision of the Analysis.

# Delivery

## Consultancy Task

The Customer requires the Supplier’s assistance with regard to the Customer’s [●]. In connection with this, the Supplier shall provide consulting services on an hourly basis in the areas specified below:

1. [●]

Subsections 2.2 and 2.3 provide an exhaustive description of the services which are provided in order to meet the requirements placed on the Delivery.

## Hourly Services

The Delivery comprises the provision of the Hourly Services specified below.

| **Description** | **Estimated duration (hours)** |
| --- | --- |
| Project management |
| [●] | [●] |
| Conversion of data |
| [●] | [●] |
| Programming |
| [●] | [●] |
| System setup |
| [●] | [●] |
| Test participation |
| [●] | [●] |
| Assistance in connection with system launch |
| [●] | [●] |
| Training |
| [●] | [●] |

Documentation

The Delivery comprises an end-user manual in the form of online help and ordinary operating documentation. In addition, the Delivery comprises the following documentation.

* [●]

## Equipment

The Delivery comprises the delivery of the Equipment specified below.

Hardware

| **Description** | **Qty** |
| --- | --- |
| Central hardware (servers, network equipment, etc.) |
| [●] |  [●] |
| Peripheral hardware (workstations, etc.) |
| [●] |  [●] |

Standard software

| **Description**  | **Version** |
| --- | --- |
| System software |
| [●] |  [●] |
| Applications |
| [●] |  [●] |

[Delivery element]

[Detailed description, including Delivery elements]

| **Description** | **Estimated duration (hours)** |
| --- | --- |
| [Sub-element] | [●] |

# Schedule

The Parties have agreed on the following schedule for the provision of the Delivery.

If an activity is carried out over a period of time, the start and end point of the period are stated in the “Period” column. If an activity only has a deadline, it is stated in the “End” period in the “Period” column. Activities are initiated by the designated organiser of the respective activity. To the extent several organisers have been specified, the organiser to be mentioned first shall be considered the primary organiser and is thereby entrusted with the responsibility.

In case of any changes to the schedule, prepare a new schedule or a supplement thereto.

|  |  |  |  |
| --- | --- | --- | --- |
| **Activity/event** | **Period** | **Initiative** | **Notes** |
| **Start** | **End** |
| Signing of Agreement |  | [●] | S/C |  |
| [●] | [●] | [●] |  |  |

“C” = Customer, “S” = Supplier

# Customer’s Contribution

## Estimated Use of Resources

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Profile/Competence** | **Estimated number of persons** | **Period** | **Participation (% of regular working hours)** | **Content of activities** |
| **Start** | **End** |
| [●] | [●] | [●] | [●] | [●] | [●] |

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Annex 3

**Price Catalogue**

# Introduction

Section 2 of this Annex contains a specification of the price of the Delivery. Section 3 contains the Supplier’s general price list for provision of Hourly Services under this Agreement which have not been specified anywhere else.

# Price of the Delivery

Unless otherwise specifically stated for a part of the Delivery, the Delivery shall be made using the Time & Equipment price model.

At the time of signing the Agreement, an overall price for the Delivery is estimated in accordance with the following.

| **Description** | **Price model** | **Price** |
| --- | --- | --- |
| Hourly Services |
| [●] | [●] | [●] |
| [●] | [●] | [●] |
| [●] | [●] | [●] |
| [●] | [●] | [●] |
| [●] | [●] | [●] |
| [●] | [●] | [●] |
| [●] | [●] | [●] |
| Equipment |
| [●] | [●] |
| [●] | [●] |
| Overall price estimate for the Delivery | [●] |

The following payment schedule applies to the parts of the Delivery that are described below. All other parts of the Delivery are paid in accordance with the payment terms that are otherwise applicable.

| **Description** | **Estimated price** | **Invoicing date** |
| --- | --- | --- |
| [●] | [●] | [●] |
| [●] | [●] | [●] |

# General Prices

All Hourly Services are carried out or calculated using the following prices:

|  |  |
| --- | --- |
| **Resources** | **Hourly rate in DKK** |
| [●] | [●] |
| [●] | [●] |
| [●] | [●] |
| [●] | [●] |
| [●] | [●] |
| [●] | [●] |

Travel time is invoiced at [●] % of the hourly rates that have otherwise been agreed for the respective resources.

The Supplier’s expenditures in connection with the performance of the Delivery are reimbursed by the Customer as per account rendered, without any mark-ups. Extraordinary expenditure, or, in other words, expenditure that exceeds DKK [●], is subject to the Customer's prior approval.

The handling of Customer enquiries about changes to the Delivery is invoiced by time spent and at the rate of DKK [●] per hour.

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Annex 4

**Licence**